

**United States Bankruptcy Court
Eastern District of Pennsylvania**

In re:

Tri-State Paper, Inc.,
Debtor.

Case No. 23-13237-pmm

Chapter 11

AMENDED EXHIBIT A

Declaration by David Horowitz

1. I am the President and CEO of Young Adjustment Company, Inc. and make this declaration on its behalf.

2. Young Adjustment has no connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

3. Young Adjustment is not a creditor of the debtor.

4. Young Adjustment can perform services required by the debtor relating to this case. Young Adjustment is one of the largest independently owned and operated public adjusting firms in the United States and a pioneer within the industry.

5. Young Adjustment has agreed to render professional services for the debtor in return for compensation as set forth in the attached contract.

6. Pursuant to L.B.R. 2014-1, Young Adjustment makes the following disclosures with respect to payments received from the debtor within the 90 days preceding the order for relief:

| Date Payment Received | Amount Received | Amount Applied to Services Rendered Before Receipt | Amount Applied to Services Rendered After Receipt | Amount Remaining on Petition Date |
|------------------------------|------------------------|---|--|--|
| October 20, 2023 | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 |
| Total | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 |

7. I understand that, if Young Adjustment is approved to serve as the Debtor's Public Adjuster, all professional fees and services incurred in a bankruptcy case are required to be approved by the bankruptcy court upon application and after notice to all creditors and interested parties.

8. I further understand that payment of professional fees by the debtor may only occur after the bankruptcy court has approved those fees, and that Young Adjustment must report payment of any fees from non-debtor sources if made on behalf of the debtor.

9. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Date: November 15, 2023

/s/ David Horowitz
David Horowitz

Young Adjustment Company, Inc.
 900 Lenmar Drive
 Blue Bell, PA 19422
 Phone: 215-654-6800: Fax: 215-654-6801
 Email: dhorowitz@youngadjustment.com

Contract Date: **September 12, 2023**

PUBLIC ADJUSTER CONTRACT

The undersigned "insured" hereby retains Young Adjustment Company, Inc. ("Public Adjuster") to advise and assist in the adjustment of the insurance claim arising from loss at **4500 N. 3rd Street, Phila., PA 19140-1502**, which occurred on or about the **11th day of September 2023**. The insured agrees to pay the Public Adjuster for such services a contingent fee of **5%** of the amount paid by the insurance company for this loss. The contingent fee of the Public Adjuster shall be due from each draft or check issued by the insurance company in the percentage listed in this contract. In addition to the contingent fee, and if the insured agrees in advance, the insured will reimburse the Public Adjuster for extraordinary expenses above and beyond the normal costs of doing business, such as expert witness fees and expenses, engineer and inspection fees. **Insured:** by signing this contract you request and authorize your insurer to add the Public Adjuster as an additional payee on all drafts or checks pertaining to this loss. This agreement contains the entire contract between the parties and may not be changed, altered or amended in any form. **The insured has a right to rescind (cancel) this contract for any reason whatsoever within three (3) CALENDAR days after the execution date of the contract by completing the Notice of Rescission/Cancellation on page 2.**

DISCLOSURES REQUIRED BY ACT 21 of 2012

The parties to this contract hereby acknowledge the following by initialing where indicated and signing below:

The insured has the right to rescind this contract within THREE CALENDAR DAYS after signature.

DH public adjuster

JP

insured

The fees charged by the public adjuster for services will be 5% of the amount paid by the insurer for the loss and will be paid from the claim proceeds and not in addition to the payments made by the insurer.

DH public adjuster

JP

insured

The public adjuster will provide the insured a copy of the estimate or report of losses and, upon the insured's request, the public adjuster will provide copies of any supporting documentation the public adjuster sends to the insurer.

DH public adjuster

JP

insured

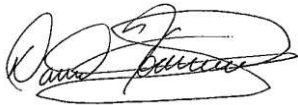
The public adjuster is not a representative or an employee of the insurer. The public adjuster is an independent licensee of the Insurance Department.

DH public adjuster

JP

insured

BY:



Public Adjuster's Signature

David Horowitz, License # 646320

Public Adjuster's Name and License Number

DocuSigned by:

JOHN PETACCIO

Insured's Signature

John Petaccio

Insured's Name

John Petaccio

Address

John Petaccio

City

State

Zip

NOTICE OF RIGHT TO RESCIND OR CANCEL

You, the insured, may rescind (cancel) this contract at any time prior to midnight on the THIRD (3rd) calendar day after the execution date of this contract. If you exercise your right to cancel this contract, you will be liable for reasonable and necessary emergency out-of-pocket expenses or services which were paid for or incurred by the public adjuster to protect your interests during the period preceding cancellation. You should also provide notice of this contract termination promptly to your insurance company.

If you cancel this contract, anything of value given by you under the contract will be returned to you within fifteen (15) business days following the receipt by the public adjuster of your cancellation notice, and any security interest arising out of the contract will be cancelled. To cancel this contract, mail, fax or deliver in person a signed and dated copy of the following notice or any other written notice indicating your intent to cancel and the date thereof to Young Adjustment Company, Inc. at 900 Lenmar Drive, Blue Bell, PA 19422 not later than midnight of **September 15, 2023.**

NOTICE OF RESCISSION/CANCELLATION OF CONTRACT

I hereby rescind and cancel this contract.

Insured's Signature

Date

DISCLOSURE OF ADDITIONAL COMPENSATION AND/OR FINANCIAL INTEREST

(COMPLETE IF APPLICABLE –IF NOT, INSERT “DOES NOT APPLY” BELOW)

The Public Adjuster hereby discloses and, by signing this contract, the insured hereby agrees to the public adjuster’s receipt of compensation, commission or other things of value from the following person (s) engaged in the business of salvage, repair, replacement, renovation or demolition of damaged property:

DOES NOT APPLY

The Public Adjuster hereby discloses that he or she has a direct or indirect financial interest in the following persons or entities that may be involved in providing services in conjunction with an aspect of the insured’s loss:

DOES NOT APPLY

DH public adjuster initials

 insured initials